

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY



REGION 5 77 WEST JACKSON BOULEVARD CHICAGO, IL 60604-3590

REPLY TO THE ATTENTION OF:

March 24, 1997



VIA FACSIMILE & 1ST CLASS MAIL

Philip M. Moilanen, Esq. Bullen, Moilanen, Klaasen & Swan, P.C. 402 South Brown Street Jackson, MI 49203

Re: Transmittal of Title Search Information

Dear Mr. Moilanen:

The Title Search that was conducted for the site contained records for the two portions of Lot 28 shown on the attached map. The Title Search did not extend to the west of the site nor encompass any of the Gill property. I have attached the two Warranty Deeds for the two parcels listed below.

Parcel F of Lot 28: Prater, Luster and Ollie Mae - Tax Parcel #: 13-19-362-045-10

Parcel G of Lot 28: Richardson, Jerome - Tax Parcel #: 13-19-362-045-20

Kurt Lindland is going to be telephoning the other parties to ask for the information about their previous discussions with these property owners.

If I can be of any further assistance, please contact me at 312-353-1264

Sincerely,

Jon Peterson, RPM

Section #6

Roll

Jun 3 2 oi PH '83

This Indonture, made ! May 31, BETWEEN GORDON D. STEVICK and MARGUERITE M. STEVICK. husband and wife, of Route #1, Crystal Lake, Cement City, Michigan, and LUSTER PRATER and OLLIE MAE PRATER, husband and wife, as tenants by the entirety of the second part, whose address is: 28546 F Drive North, Albion, Michigan, Withesseth, That the said party of the first part, for and in consideration of 2 Ten Thousand and no/100----to him in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents grant, bargain, sell, remise, release, alien and confirm unto the said parties of the second part, their assigns, the survivor of them, his or her heirs and assigns, Formyer, all that certain piece or parcel of land situate and being in the Township Calhoun and State of Michigan, and described as follows, to-wit: Sheridan, County of Commencing at the Southwest corner of Lot 28 of the Supervisor's Plat of Sheridan Township, according to the Plat thereof recorded in Liber 9A of Plats at Pages 7-10; thence North 250 feet along the West line of said Lot 28; thence East 300 feet; thence South to the South line of said Lot 28; thence Westerly along the South line of said Lot 28 to the point of beginning. Township of Sheridan, Calhoun County, Michigan. Subject to easements and restrictions of record. JUN tate of Michigan nty of Calhoun Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining; To Have and to Hold the said premises, as berein described, with the appurtenances, unto the said parties of the second part, their assigns, the survivor of them, his or her heirs and assigns, FOREVER. And the said party of the first part, for his heirs, executors and admin strators, does covenant, grant, bargain and agree to and with the said parties of the second part, their assigns, the survivor of them, his or her heirs and assigns, that at the time of the ensealing and delivery of these presents he is well seized of the above granted premises in fee simple; that they are free from all incumbrances whatever and that he will, and his heirs, executors, and administrators shall Warrunt and Defend the same against all lawful claims whatsoever, When applicable, pronouns and relative words shall be read as plural, feminine or neuter. In Wilness Whereof. The said party of the first part has heremto set his hand the day and year first above written Sordon D. Stevick Signed and Delivered in Presence of Marquente M. Ster Margyerite M. Stevick J5hn A. Kendall lung L Branea Amy L. Bocanegra STATE OF MICHGAN. COUNTY OF CALHOUN , before me, a Notary Public, in and for said County, personally appeared May 31, 1983 Gordon D. Stevick and Marguerite M. Stevick, to mekhown to be the same person S described in and who executed the within instrument, who each severally knowledged the same to be their free art and deed. This Instrument Prepared By:

Schroeder, DeGraw, Kendall & Mayhall

By: John A. Kendall

203 East Michigan Avenue Marshall, Michigan 49068

Notary Public County, Millingin.

May 7

Landowners Fand Up Fairs (6-79)		. OIL				
QPCs. Mess, Mr.					RECORDE)
THIS AGREEMENT I	nade this <u>08th</u>		day of	November		19 <u>86</u> between
Luster Prater	and Ollie Mae	Prater				·
husband and w	fe			· · · · · · · · · · · · · · · · · · ·	SEP 2 10 30	87. 187
lessor (whether one or me	ore), whose address is: _29	951 East Er	ie Str	eet. Albion.	Michigan 49224	
PPG OIL & GAS CO	., INC., A DELAWARE CORP	., OF 600 S. CHERRY	y st., sui	TE 1020, DENVER, Č	n engga et cox tillsit	R NCH., lessee, WITNESSETH:
1. Lessor, in considerat	ion of ten dollar	s and other	good	and valuable		ALL XONOMAK receipt
of which is hereby ackr	sowledged, and of the com	coang and agreeme	nes of less	ce hereinafter contai	ned, does hereby grant l	ease and let unto lessee the ing oil, gas, sulphur and all
other minerals produced	in conjunction therewith,	together with the s	right to on	ake surveys on said	land, lay pipelines, estat	olish and utilize facilities for
surface or subsurface di	sposal of salt water, commen	uct roads and bridg	es, dig ca hilling for	nals, build tanks, p	ower stations, telephone l	ines and other structures on ng minerals produced from
the land covered here	by or any other land =	diacent thereto, wh	en mid	adjacent land is st	raced, pooled, or unitize	ed with any lands covered
hereby. The land covered	l hereby, herein called "said	l land", is located in	the Count	calhoun,	Township of She	ridan
State of Michiga	BD ,	and is described	ss follows			
					,	
	outh, Range 4 We					n n1 - n
	A parcel of land					
the state of the s	Lot 28 commencin					
	feet along the W					
	South line of Lo	•	e west	erry groud ;	outh line of Lo	16 20 60
4A 172 ()	the point of beg	ginning.			'4 .	٠ ١٠٠
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17.77					,	

This lease also covers and includes any land contiguous to or adjoining the land above described and (a) owned or claimed by lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which lessor has a preference right of acquisition. For the purpose of deter-

the amount of any bonus or other payment hereunder, said land shall be deemed to contain 1.8

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor in the pipeline to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one-eighth part of such oil at the wells as of the day it is run to the pipeline or storage tanks, lessor's interest, in either case, to bear one-eighth of the cost of treating oil to render it marketable pipeline oil; (b) To pay lessor on gas and casinghead gas produced from said land (1) when sold by lessee, one-eighth of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-eighth of such gas and casinghead gas; (c) To pay lessor on all other minerals mixed and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at value at the well of mine at lease's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the perimary term of at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shurt-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shurt-in, and thereafter this lease may be continued in force as if no shurt-in had occurred. Lease covenants and agrees to use reasonable diligence to produce, utilize, or marker the minerals capable of being produced from said wells, but in the exercise of such diligence, leasee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lease. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninery consecutive days, and duting such time there are no operations on said land, then at or before the expiration of said ninery day period, lessee shall pay or tender, by check or draft of lessee, as royally, a sum equal to one dollar (\$1.00) for each exer of land then covered bereby. Lessee shall make like payments or tenders are or before the end of each anniversary of the expiration of said ninery day period if upon such anniversary this lesse is being continued in force solely by reason of the provisions of this paragraph. Each such payments or tenders are on the paragraph. Each such payments or tenders are on the paragraph. Each such payments or tenders to the paragraph of the expiration of said ninety day period if upon such anniversary this lesse is being continued in force solely by reason of the provisions of this paragraph. Each such payments or

the depository, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or trades shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender such shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph.) hereof, in the event of assignment of this lesse in whole or in part, liability for assemble to the party entitled to on owners of owners of assignment of this lesse in whole or in part, liability for assemble to the party entitled to receive payment. ally as to acreage owned by each.

beired. In the evenuly as to acreage owned by each.

4. Lessee is hereby grained the right, at its option, to pool or unissee any land covered by this lesse with any other land, lessee, or lesses, as to any or all, minerals on housaons, so as to establish units' containing not more thin. 80 surface acres, polis 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 600 surface acres; phis 10% acreage tolerance; if limited to one; or more for the following: (1) gas, other, than existiphed gas; (2) liquid hydrocarbous (condensate) which are not liquids in the faulsuistance reterior; (3) minerals produced from wells chastified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time, or for obtaining maximum allowable, from any well to the drilling, or largedy drillied from the interest of the size required under any governmental null er or order, the drilling, or operation of a well as a regular, location, or for obtaining maximum allowable, from any well to the drilling, or largedy drillied from side unit and filing it for record in the guildic office in which this lesse is recorded. Each of said options may be exercised by lessee at any, time and from time to time while this lesse is recorded. Each of said options may be exercised by lessee at any, time and from time to time while this lesse is in force, and whether before or ster production has been established either on said land, or on the portion of said land included in the unit, or on other land unitated therewith. A unit established returned in such land covered by this lesse within the unit that proportions conducted upon and hand under this lesse. There shall be allocated to the land covered by this lesse within the unit beans to the total production of unitated minerals from

- 5. Lessee may at any time and from time to time execute and deliver to lessor or file for record a release or releases of this lease as to any part of all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations as to the released acreage or interest.
- 6. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.
- 7. Lessee shall have the use, free from royalty, of water, other than from lessor's water wells, and of oil and gas produced from said land in all-operations hereunder. Lessee shall have the right at any time to remove all machinery and fistures placed on said land, including the right to draward remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the lessor. Lessee shipsy for damages caused by its operations to growing crops and timber on said land.

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increase the obligations or diminish the rights of lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to lessee, its successors or assigns, no change or division in the ownership of said and or of the toyalties or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lesser until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by lessor or lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, lessee may, nevertheless pay or cender such royalties or other moneys, or part thereof, to the decedent in a depository bank provided for above.

9. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be prought until the lapse of saity (60) days after receipt of such notice on lessee. Neither the service of said notice nor the doing of any sets by lessee airfied to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereinnder. If this lesse is cancelled for any value, it shall nevertheless temain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by lessee as nearly as practicable in the form of a square centered at the well, or in such stape as their ensuing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage or resinced.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but lessor agrees that lesses shall have the right at any time to pay or reduce same for lessor, either before or after manurity, and be subrogated to the rights of the holder chercof and to deduct amounts to paid from royalities of other payments payable or which may become payable to lessor and/or assigns under this lesse covers a less interests in the oil, gas, sulphus, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lesse covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bean to the whole and undivided fee simple estate therein. All royalty interest covered by this lesse (whether or not owned by lessor) shall be paid out of the royalty herein provided. This lesse shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as lessor.

11. If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and leasee is not conducting operations on said land by reason of (1) any law, otder, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of the lease, the primary term hereof shall be extended until the first anniversary date hereof occurring runery (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

12. Lessor hereby expressly reliaquishes dower and releases and waives all rights under and by virtue of the homestead exemption laws insofar as they may in any way affect the purpose for which this lease is made.

IN WITHESS WHEREOF, the instrument a execute	ng ong tric take take above withten.		
Witnesses:	. /		
7 10	1	, ,	
Loseph 115	Tues	ter Prates	3-34-4776
Witness: Joseph W. Schmitt	Luster Pra	ter No. 3/	3-34-4776
Garalian a	/	n-A	
		as frally	
Witness: Carolyn A. Seelye	Ollie Mae	Prater No. 40	3-52-475
	•	•	
		No.	
٠.		No.	
•	•		
		LIBER 1426	950
STATE OF Michigan	ACKNOWLEDGEMENT	EBER 1920	PAGEAGO
COUNTY OF Calhoun		,	
	10th	W	. 04
The foregoing instrument was acknowledged before		November	, 19 <u>86</u> . by
Inster Prater and Ollie Mae I	rater. husband and wife		
dy Commission Expires: 10-30-88	Carelyn a.	seel, Caroly	A. Seelye
	Notary Public in and for Calho	County, State of	Michigan
and the second of the second of the second			
TATE OF	Acting in	County, Michigan	"福建设设"的数据。
TATE OF	ACKNOWIEDGEMENT		
COUNTY OF		the second second	* **
The foregoing instrument was acknowledged before	e me this day of		, 19, by
	<u> </u>		
		•	
ly Commission Expires:			
	Notary Public in and for	County, State of	
his insurance prepared by Joseph M. Schu	mitt of Box 1363,	Jackson, Michigan	49204
,			
	·	`	
			
Then recorded return to:	}{		
	This lease was filed the day	of	, 19
	at o'clockm. and recorded	in Book, Page	of the
	Records		
	Accord	we want winet.	
			 -
	Register of Deeds of	County,	

described in and who executed the within instrument, who to me known to be the same person 5 acknowledged the same to be their free act and deed.

PREPARED BY: RICHARD L. HEDSTROM 2530 Spring Arbor Road Jackson, MÍ 49203

Donna Jean Schneider Notary Public,

County, Michigan, Hillsdale **XXXXXXXXXX** My commission expires May 1 . 19 .90



FAX

To:

Philip Moilanen

Fax#: Subject: 517-788-8507

Date:

March 24, 1997

Pages:

6, including this cover sheet.

COMMENTS:

Enclosed is Title Search info for Practor property at Albion Shoridan Landfill as requested

From the deak of.

Jon Peters (RPM USEPA GR-6J 77 West Jackson Chicago, IL 60604

312-353-1264 Fax: 312-668-4071

TRANSMISSION REPORT

THIS DOCUMENT WAS CONFIRMED (REDUCED SAMPLE ABOVE - SEE DETAILS BELOW)

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TOTAL PAGES CONFIRMED: 6

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MB: SEND TO MAILBOX PG: POLLING A REMOTE MP: MULTI-POLLING RM: RECEIVE TO MEMORY



H E E

To:

Philip Moilanen

Fax #:

517-788-8507

Subject:

Date:

March 24, 1997

Pages:

6, including this cover sheet:

COMMENTS:

Enclosed is Title Search info for Praeter property at Albion Sheridan Landfill as requested.

From the desk of...

Jon Peterson **RPM** USEPA SR-6J 77 West Jackson Chicago, IL 60604

Fax: 312-886-4071